

DOC # 807300  
08/10/2012 01:39PM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
First American Mortgage Se  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$19.00  
BK-812 PG-2585 RPTT: 0.00



PARCEL NUMBER: 122016116003

I hereby affirm that this document does not  
contain the Social Security Number of person(s).  
As required by law: NRS 239B.030  
(Source of law or rule)

Signed \_\_\_\_\_

Print Name: \_\_\_\_\_

**RECORDING REQUESTED BY and RETURN TO:**

NAME: **FIRST AMERICAN MORTGAGE SERVICES**  
ADDRESS: **1100 Superior Ave Suite # 200**  
CITY/STATE/ZIP: **Cleveland OH 44114**  
ATTENTION: **NATIONAL RECORDING**

**ORDER #45496939**

**TITLE OF DOCUMENT:  
FULL RECONVEYANCE**

 CUTKOSKY  
45496939

NV

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



**This cover page must be typed or printed in black ink  
Additional \$1.00 charged for recording cover page**



This Document Prepared By:  
**LUCAS CALLOWAY**  
**US BANK, NA**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**  
**(800) 365-7772**

*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*

Tax/Parcel No. 122016116003

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**Original Principal Amount: \$165,122.00**

**Unpaid Principal Amount: \$145,458.17**

**New Principal Amount \$172,712.53**

**New Money (Cap): \$27,254.36**

**FHA\VA Case No.:434361254259**

**Loan No: 6003115011**

**CUTKOSKY**



**45496939**

**NV**

**FIRST AMERICAN ELS  
MODIFICATION AGREEMENT**

### **LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 4TH day of JUNE, 2012, between **MICHAEL D CUTKOSKY AND ANNMARIE CUTKOSKY, HUSBAND AND WIFE AS JOINT TENANTS** ("Borrower"), whose address is **1237 SORENSEN LANE, GARDNERVILLE, NV 89410** and **US BANK, NA** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **OCTOBER 14, 2002** and recorded on **OCTOBER 24, 2002** in **INSTRUMENT NO. 2002-555781, DOUGLAS COUNTY, NEVADA**, and (2) the Note, in the original principal amount of U.S. **\$165,122.00**, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at **1237 SORENSEN LANE, GARDNERVILLE, NEVADA 89410**

the real property described is located in **DOUGLAS COUNTY, NEVADA** and being set forth as follows:



**LOT 3, AS SHOWN ON THE FINAL MAP FOR HIDDEN CREEK, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON APRIL 11, 1995, IN BOOK 495, AT PAGE 1452, AS DOCUMENT NO. 359824.**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **JULY 1, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$172,712.53**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$27,254.36** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.2500%**, from **JULY 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$849.64**, beginning on the **1ST** day of **AUGUST, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 1, 2042** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the



Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

COOPER



In Witness Whereof, the Lender have executed this Agreement.

US BANK, NA

By Shanan Owen  
Mortgage Document Officer

(print name)  
(title)

6-28-12  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

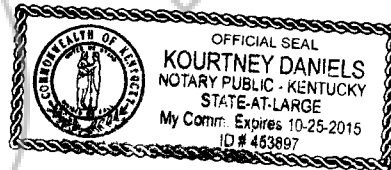
**LENDER ACKNOWLEDGMENT**

The State of Kentucky )  
Daviess County )

I, Kourtney Daniels a Notary Public in and for said County in said State, hereby certify that Shanan Owen whose name as Mortgage Document Officer of the National Association, US Bank a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 28 day of June, 2012

Kourtney Daniels  
(Style of Officer)





In Witness Whereof, I have executed this Agreement.

Michael Cutkosky (Seal)  
Borrower  
**MICHAEL D CUTKOSKY**  
6-15-12  
Date

Annmarie Cutkosky (Seal)  
Borrower  
**ANNMARIE CUTKOSKY**  
6-15-12  
Date

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF NEVADA  
COUNTY OF Carson City

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June 2012  
**MICHAEL D CUTKOSKY, ANNMARIE CUTKOSKY**

Signature of Person Taking Acknowledgment

Chanda Farthing  
Chanda Farthing

Printed Name

Title or Rank

Teller

Commission expires

3/15

Serial Number, if any

